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Counsel for Debtors and Debtors-In-Possession  
Hashfast Technologies LLC and Hashfast LLC

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**(SAN FRANCISCO DIVISION)**

In re:	) Case No. 14-30725
HASHFAST TECHNOLOGIES LLC, a	) (Substantively Consolidated with In re
California limited liability company,	) HashFast LLC, Case No. 14-30866)
Debtor and Debtor-In-Possession	) Chapter 11
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<input checked="" type="checkbox"/> Affects HASHFAST LLC, a Delaware	)
limited liability company,	)
Debtor and Debtor-In-Possession	)
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HASHFAST TECHNOLOGIES LLC, a	) Adversary Case No. _____
California limited liability company, and	)
HASHFAST LLC, a Delaware limited liability	)
company,	)
Plaintiffs,	)
vs.	)
Uniquify, Inc. and Signetics Korea Co., Ltd.	)
(d/b/a Signetics High Technology, Inc.),	)

Defendants. }

## COMPLAINT

HashFast Technologies LLC, a California limited liability company ("HashFast Technologies"), and HashFast LLC, a Delaware limited liability company ("HashFast", collectively with HashFast Technologies, the "Debtors" and each a "Debtor"), by and through its undersigned counsel, bring this complaint (the "Complaint") against Defendants Uniquify, Inc. ("Uniquify") and Signetics Korea Co., Ltd. (d/b/a Signetics High Technology, Inc.) ("Signetics", collectively the "Defendants" and each a "Defendant"), and in support of this Complaint state as follows:

### NATURE OF ACTION

1. The Debtors bring this adversary action to compel the immediate turnover of all Unfinished Wafers (as herein defined) from the possession, custody or control of the Defendants to the Debtors pursuant to 11 U.S.C. § 542.

### JURISDICTION

2. On May 9, 2014 (the "Petition Date"), certain petitioning creditors filed a chapter 7 Involuntary Petition in the United States Bankruptcy Court for the Northern District of California, San Francisco Division (the "Bankruptcy Court") against Hashfast Technologies under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") [Lead Case Doc. No. 1].

3. On June 3, 2014, HashFast Technologies filed its Conditional Consent to an Order for Relief [Doc. No. 36] and its Motion to Convert to Chapter 11 [Lead Case Doc. No. 35].

4. The Bankruptcy Court entered its order converting HashFast Technologies' case to one under chapter 11 of the Bankruptcy Code on June 5, 2014 [Lead Case Doc. No. 40].

5. On June 6, 2014, HashFast filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Bankruptcy Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 151, 157 and 1334.



1 Manufacturing, Operations Services & Consulting Agreement (the “MDMOSA”), pursuant to  
2 which, among other things, Uniquify would provide services with respect to the Unfinished  
3 Wafers through which those Unfinished Wafers would be turned into ASICs that, in turn, could be  
4 sold and delivered by the Debtors to the Debtors’ customers.

5 19. Upon information and belief, prior to the Petition Date, Uniquify and Signetics  
6 entered into certain contractual arrangements pursuant to Uniquify subcontracted to Signetics a  
7 portion of those services Uniquify was to provide to the Debtors under the MDMOSA (the  
8 “Signetics Contract”). The Debtors are not a party to the Signetics Contract or any other contract  
9 between Uniquify and Signetics.

10 20. The Debtors do not have any contractual relationship with Signetics with respect to  
11 the Unfinished Wafers or otherwise.

12 21. Upon information and belief, Uniquify owes Signetics a substantial claim – in  
13 excess of \$600,000 – under the Signetics Contract.

14 22. Uniquify and Signetics remains in possession, custody or control of the Unfinished  
15 Wafers.

16 23. Since the Petition Date, the Debtors notified Uniquify that they do not want  
17 Uniquify to complete and/or assemble the Unfinished Wafers, directed them not to do so and  
18 demanded that Uniquify return all of the Unfinished Wafers immediately to the Debtors.

19 24. Despite the Debtors’ demand for the return of the Unfinished Wafers, Uniquify has  
20 refused to return the Unfinished Wafers to the Debtors. In addition, Uniquify refused to direct its  
21 agent, Signetics, to turn over the Unfinished Wafers to the Debtors unless the Debtors paid  
22 Uniquify’s debt to Signetics under the Signetics Contract. Uniquify made that demand despite the  
23 fact that the Debtors have no obligations under the Signetics Contract.

24 25. Despite the Debtors’ demand for the return of the Unfinished Wafers, Uniquify and  
25 Signetics have refused to return the Unfinished Wafers to the Debtors.

26 26. The Unfinished Wafers were on the Petition Date and continue to be in the  
27 Defendants’ possession, custody and control.

28 **COUNT ONE – TURNOVER OF PROPERTY PURSUANT TO 11 U.S.C. § 542**

1           27.     The Debtors hereby incorporate all of the foregoing allegations as if fully set forth  
2 herein.

3           28.     The Defendants remain in possession, custody and control of the Debtors'  
4 Unfinished Wafers within the meaning of 11 U.S.C. § 542(a).

5           29.     The Debtors are entitled to possession of the Unfinished Wafers, which is property  
6 of the estate, such that the Debtors may use, sell or lease the Unfinished Wafers pursuant to 11  
7 U.S.C. § 363.

8           30.     The Unfinished Wafers are not of inconsequential value and are of a benefit to the  
9 Debtors' estates.

10           WHEREFORE, the Debtors respectfully requests that the Court enter an order (i) directing  
11 the Defendants to turn over the Unfinished Wafers pursuant to 11 U.S.C. § 542, (ii) awarding the  
12 Debtors actual and compensatory damages against the Defendants incurred in bringing and  
13 prosecuting this Complaint and (iii) granting such further relief as the Court may deem just and  
14 proper.

15 Dated: October 6, 2014

KATTEN MUCHIN ROSENMAN LLP  
Jessica M. Mickelsen  
Peter A. Siddiqui

18 By: /s/ Jessica M. Mickelson  
19 Counsel for Debtors and Debtors-In-Possession  
20 HashFast Technologies LLC and HashFast LLC  
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